

1909-064
Lee Co.

Chancery Causes: Cdn. of Eula B. McElroy to by vs. Eula B. McElroy to

Lucas, Bargar

CA-Estate Dispute
T-Property

To the Hon. H. A. W. Skeen, Judge of the Circuit Court
For Lee County, Virginia:

Humbly complaining your orator, Chas. B. Lucas, Guardian
for Eula B. McElroy, Lena Mae McElroy, Wilburn R. McElroy and
Major H. McElroy, children and heirs at law of H. H. McElroy, deceased,
and M. Bell McElroy his wife, would respectfully represent and show
unto your honor that the said H. H. McElroy departed this life in-
testate on the _____ day of _____, 19____, seized and possess-
ed of two certain tracts or parcels of land lying and being in said
County, on Sugar Run, not adjoining each other, but about two miles
distant one from the other. One of the said tracts known as the
Carroll tract and containing about 98 acres; the other known as the
portion of the Elisabeth W. McElroy tract, and being the portion of
said tract of land conveyed to the said B. H. McElroy, D. O. McElroy,
and W. E. McElroy by their mother Elizabeth W. McElroy, deceased, and
which tract was afterwards partitioned between the said grantees, and
lot No. 2 in said partition laid off and assigned to the said H. H.
McElroy by the commissioners who made said partition and containing
fifty-six acres more or less. In said partition lot No. 1 was laid
off and assigned to the said D. O. McElroy and contains fifty-six acres
more or less. After the death of the said H. H. McElroy, dower was
assigned to the said M. Bell McElroy his widow, in said real estate,
and in said assignment the said ^{fifty six acre} ~~Carroll~~ tract was assigned to her
as her dower in said real estate. The other tract of ⁹⁸ ~~fifty-six~~ acres
thus remaining vested in said minor children free from dower. The
said widow with the said four minor children have resided on the said
fifty-six acre tract ever since the death of the said H. H. McElroy.

Your orator would further represent and show unto your
honor that on the _____ day of _____, 190~~6~~, the said D. O.
McElroy, desiring to sell his said tract or parcel of land adjoining
the said fifty-six acre tract belonging to the said heirs of H. H.

McElroy, deceased, one W. W. Woodward, a friend to the said minor heirs, purchased from the said D. O. McElroy his said tract of land at the price of \$1700.00, which he paid to the said D. O. McElroy. This arrangement was all done for the purpose of securing to the said minor heirs the said tract of land adjoining their other fifty-six acre tract, and pursuant to the said agreement the said W. W. Woodward on the _____ day of _____, 1903, conveyed ~~to~~ the said D. O. McElroy tract of land to your orator's said wards, reserving a vendor's lien in said deed, to secure the purchase money therefor, amounting to the sum of \$1700.00, and to further secure said purchase money, and to accomplish and carry into effect the purposes of every body interested in the welfare of the said minors, he also took the note of your orator and J. Major Lucas, their grand-father for said sum of \$1700.00 due one day after date, which he yet holds, no part of which has been paid.

Now the object of this suit is to obtain a decree for the sale of the said Carroll tract of land and the investment of the money derived therefrom in the said D. O. McElroy tract for the benefit of the said minors, and which has already been conveyed to them by the said Woodward. This your orator alleges will be very advantageous to the said minors, and the rights of no other persons will be violated thereby, and will have the effect of giving to them their entire real estate adjoining, or in one body, subject to their mother's dower in the H. H. McElroy fifty-six acre tract. The prayer therefore of your orator is that the said Eula B. McElroy, Lena Mae McElroy, Wilburn R. McElroy and Major H. McElroy, infants, all under the age of fourteen years, the eldest being only about nine years of age, be made the parties defendants to this bill, and be required to answer the same by a Guardian Ad Litem, which need not be under oath, answer under oath being expressly waived; that on a hearing the said Carroll tract be sold and the proceeds of said sale, together with a fund of about \$250.00 or \$260.00 in the hands of your orator as their guardian, if necessary, be ~~inused~~ in the payment of the

purchase money due the said Woodward on the said D. O. McElroy tract of land, and which, as above stated, will, in the opinion of your orator, be more advantageous to the said minors than holding the said Carroll tract for their benefit, as their land will then be in one bondy, and at the death of their mother will all belong to them free from any dower or like encumbrance thereon. The said real estate and the said fund in the hands of your orator being all the estate, real and personal, belonging to said infants. And your orator will further state that the rents and profits of the said D. O. McElroy tract will, in his opinion, support and maintain the said infants and educate them during their minority, and your orator will ever pray &c.

Or & Nail. p.g.

Virginia, Lee County, to-wit:

I H. T. Ewing Clerk of the Circuit Court of said County, do certify that Charles B. Lucas this day personally appeared before me in my said County and made oath that the facts stated in the foregoing bill so far as they depend upon his own knowledge are true, and so far as they depend upon information derived from others he believes them to be true.

Given under my hand this the 26th day of April, 1905.

H. T. Ewing, Clerk.

Costs	
Clerks	\$ 4.36
Shiff.	.50
Atty.	15.00
Tax	1.50
Exp.	5.00
Dep.	1.50
Estimated	5.00
	<u>\$42.86</u>

Charles B Lucas.
Guardian & c.
vs Bill in Chancery.
Eula B McElroy et al.

1905, 2nd April Rules
Bill filed & Ans.
of E. B. L. filed
" 1st May Rules
Court set for hear-
ing.

In the Circuit Court for the County of Lee,
to-wit:

THE ANSWER OF Eula B. McElroy, Lena May McElroy -
Williamson B. McElroy and Major H. McElroy -

infant under the age of twenty-one years, by M. G. Ely,
guardian *ad litem*, assigned to defend them in this suit, to a bill of complaint exhibited against
them and others in the Circuit Court for the County of
Lee, by Charles B. Lucas, Guardian and others.

The respondent, reserving to themselves the benefit of all just exceptions to the said bill, for
answer thereto, answering by said guardian *ad litem*, say that they are infants of
tender years, and by reason of such disability are incapable of understanding, or of
taking care of their rights and interests, they therefore commend the same
to the protection of the court, and prays that no decree may be pronounced which will tend
to their prejudice.

And having answered, the respondent pray to be hence dismissed with their
reasonable costs, in this behalf expended; and they will ever pray, &c.

M. G. Ely, Guardian *ad litem*.

p. d.

Va. County
OF
Lee } ss.

This day, M. G. Ely, whose name is signed to
the foregoing answer, personally appeared before me, W. E. Hanary, D. Clerk
and made oath that the statements made therein, so far as they depend upon his own knowl-
edge, are true, and so far as they depend upon knowledge derived from others he believes them
to be true.

Given under my hand, this 18th day of April 1905-
W. E. Hanary D. Clerk.

Eula B. McChoy et als.

adv. }

ANSWER
OF
INFANT DEFENDANT.

Charles B. Lucas Guardian

Filed 2nd April R. 1905-

H. C. F. Ewing Clerk.
By M. E. Sawyer D.C.

2 A. Fee \$5.00

C. B. Lucas Gen.

Comptrolr out

vs.

In Chancery

Eula B. McCreary et al.

Defendant

This cause came on
this day to be heard upon
the papers formerly read therein
and the report of C. B. Lucas
Guardian filed therein, and
was argued by counsel

On case submission of
all which it is adjudged
ordered and decreed that the
said report be & the same
is hereby approved, and there
remains nothing further
to be done in this cause
the same is hereby stricken
from the docket.

C. B. Lucas Green

75. } Decree of

Eula B. M. Eray, et al

Entered in C. B.
T. page 478.

Lucas this

May 5, 1904

John W. Silver

Charles B/ Lucas Guardian, &c.

Plaintiff.

vs.

In Chancery

Ella B. McElroy, et al.,

Defendants.

This cause came on again to be heard upon the papers formerly read in the cause, and the report of James W. Orr Commissioner, *on the petition of C. B. Lucas, Guardian of the Estate of the late W. W. Woodward* filed in the cause Feb. 8th, 1907, and was argued by counsel, and it appearing from said report that said commissioner since the last term of the court and on December, 28th, 1906, collected from J. M. Lucas, purchaser of the Carroll tract of land sold by him in the cause, the sum of \$712.45, the same being the balance of the purchase money due from said commissioner for said land, and that said commissioner on the same day paid the same to W. W. Woodward on the purchase money due to him for the D. O. McElroy land, as heretofore directed by a decree in the cause, and said report being unexcepted to it is adjudged, ordered and decreed that said report and the action of the said commissioner therein reported be and the same are hereby approved and confirmed, and pursuant to said decree it is further adjudged ordered and decreed, that said commissioner do convey to the said J. M. Lucas by proper deed with covenants of special warranty the said tract of land, and report his action to the court. And the said commissioner having made and acknowledged the said deed, this day reported the same to the court, which deed and report is approved and confirmed. And it is further ^{ordered} that J. M. Lucas pay to the said commissioner the sum of \$5.00 for executing said deed/ for which execution may issue, and the said Lucas has leave to withdraw said deed from the papers of this cause, for recordation. ~~And the cause is continued~~

And it further appearing to the Court from the petitions of said C. B. Lucas and the depositions filed herewith that there will be owing upon said land purchased by the said C. B. Lucas of W. W. Woodward about the sum of \$200.00 after the application of all funds in hands of said guardian and it appearing from said proof that the

Charles B Lucas Guard
vs } Decree
Eula B McElroy et al

Enter this decree.

Feb 1907.

would be to the interest of said infants to sell enough timber upon the said Woodward land to finish paying for the same. It is therefore adjudged ordered and decreed that the said C. B. Lucas proceed to sell in the best way possible enough of said timber to finish paying the balance which will be owing upon said land for said infants and he will report his action ^{under} ~~into~~ this decree at a future term of this court. And this cause is continued.

C. B. Linn. Gen

vs. $\frac{2}{3}$ Decem

Ma B M^a Eury

Entered in C.B.

8, page 251 &c.

Given this
July 18th

1907.

H. A. W. S. K.

This

Chas. B. Lucas, Guardian &c.

Plaintiff.

vs.

In Chancery.

Eula B. McElroy, et al,

Defendants.

This cause came on again to be heard upon the papers formerly read in the cause, and the report of James W. Orr, Commissioner filed in the cause November 30th, 1906 and was argued by counsel. And it appearing from said ^{report} ~~report~~ that said commissioner since the last term of the court, and on the 13th day of October, 1906, collected from J. M. Lucas, purchaser of the real estate sold by him in this cause, the balance of the first purchase money note amounting to \$416.81, and that he on the same day paid said sum to W. W. Woodward as heretofore directed by decree in this cause. It is adjudged ordered and decreed that said report and the action of the commissioner therein reported, be and the same are hereby confirmed. And the cause is continued.

Chas B Lucas Guard

Deeree

Chas B McElroy et al

Entered in C.O.B.
#8, page 228.

Enter this decree.

Haw Stew

Decr 10 1906.

Chas. B. Lucas, Guardian &c.

Plaintiff.

vs.

In Chancery

Eula B. McElroy, et als,

Defendants.

This cause came on again to be heard upon the papers formerly read in the cause and the report of James W Orr commissioner, filed in the cause September, 6th, 1906, and was argued by counsel. And it appearing from said report that said commissioner since the last term of the court, and on the 3rd day of September, 1906, collected from the purchaser of the real estate sold by him in this cause the sum of \$75.00 and that he has paid the same to W. W. Woodward as heretofore directed by a decree in the cause. It is adjudged, ordered and decreed that the said report and the action of the said commissioner therein reported be and the same are hereby approved and confirmed. And the cause is continued.

C. B. Lucas Guardian
et al.

vs Decree No.

Eula B McElroy et al.

Entered in C.B.

#8, page 194-

Enter this decree.

H A W. Stone

Sept- 17 1906.

Charles ~~B.~~ Lucas, Guardian &c.

Plaintiff.

vs.

In Chancery

Eula B. McElroy, et als,

Defendants.

This cause came on again to be heard upon the papers formerly read in the cause, and the report of James W. Orr Commissioner filed in the cause November 22nd, 1905, and was argued by counsel. On consideration thereof, and the said report being unexcepted to, it is adjudged, ordered and decreed that the said report, and the action of the said commissioner therein reported be and the same are hereby confirmed. And it is further adjudged, ordered and decreed that the said commissioner collect the balance of the purchase money from J. M. Lucas, purchaser, when the same becomes due, or said Lucas may desire to pay the same, and apply the amount thus collected by him to the payment of the purchase money due to W. W. Woodward on the purchase of the D. O. McElroy land, and report his action from time to time, and the cause is continued.

Charles B Lucas -
- Guardian &c

vs { Decree

Leila B McElroy et al.

Entered in C.B.

No. 8, Page 89-

(Directs payment to
Woodward.)

Enter this decree.

H. C. W. S. M. C.

Decr 11 1905

Chas. B. Lucas, guardian &c.

Plaintiff.

vs.

In Chancery.

Eula B. McElroy, et al,

Defendants.

This cause came on again to be heard upon the papers formerly read in the cause and the report of James W. Orr, Commissioner filed September 7th, 1905, and was argued by counsel.

On consideration thereof, and the report being unexcepted to, it is adjudged, ordered and decreed that the said report and sale ~~to~~ therein reported be and are hereby confirmed. And ^{that} the said Commissioner pay out the cost in his hands to those entitled thereto and retain in his hands his commission on the sale, and that he collect the purchase money notes when the same becomes due, and report the same to some further term of the court, ~~and the cause is continued~~. And it appearing to the court from the bill of the plaintiff that there is now in the hands of the plaintiff, as guardian for his wards, about \$250.00 or \$260.00, and that there will come into his hands other money from the rents of their real estate, and ^{that} ~~that~~ the sum realized from the sale of the Carroll tract of land, will not be sufficient to pay the amount of the purchase money for the D. O. McElroy land. It is adjudged, ordered and decreed that the said Chas. B. Lucas, Guardian as aforesaid, apply a sufficiency of the funds in his hands, and that will come into his hands as such Guardian for said wards, to discharge the balance of the purchase money that may remain due on the D. O. McElroy land after applying the funds arising from the sale of the Carroll tract/ and report his action hereunder to this court from time to time. And the cause is continued.

Charles B Lucas -
Guardian
vs Decree Confirming
Sale.
Child B M Elroy et al

Directs payment to
Woodward & C

Entered in C. O. B. 8
page 64 & 65.

Enter this Decree
H. C. W. S. M.
Sept 18 1905.

Charles B. Lucas, Guardian for Eula B. McElroy,
Lena Mae. McElroy, Wilburn R. McElroy, and
Major H. McElroy, heirs at law of H. H.
McElroy, deceased, and M. Bell McElroy *his wife*. Plaintiff.

vs.

The said infants ~~defendants~~.

Defendants.

} *In Chancery.*

This cause came on to be heard upon the bill of the plaintiff, the answer of the said infants defendants, by M. G. Ely, their guardian ad litem, and replication therto, and the depositions of witnesses, and the cause regularly matured at rules and set for hearing by the plaintiff, and was argued by counsel.

On consideration thereof and the court being of opinion from the evidence in the cause, that it will be advantageous to the said infants that the Carroll tract of land in the bill mentioned, be sold, and the proceeds arising from said sale invested, for the benefit of the said infants, in the D. O. McElroy tract of land in the bill mentioned, which has already been conveyed to the said infants, and that the right of no other person will be violated thereby, it is adjudged, ordered and decreed that James W. Orr, who is appointed ~~as~~ *either privately, or publicly* commissioner for that purpose, proceed to sell at the front door of the court house of this county, to the highest bidder, on a credit of one and two years time, the said Carroll tract of land except as to the cost of this suit and commissions on sale, which will be required to be paid in hand, said commissioner before selling will advertise the time, terms and place of sale for at least thirty days by written advertisements posted at the front door of the court-house of this county and in the vicinity of the said land, and will execute bond before the clerk of this court in the penalty of \$2,000.00 conditioned according to law, and he will take to himself bonds with good security for the deferred payments, bearing interest from date, and report his action to the next term of the court, and the cause is continued.

Charles B Lucas Guard
- Jan 86

vs { Decree 101.

²³
Linda B McElroy et al

Entered in C.B.
No. 8, Page - 176.

1 + 2 yrs.

Enter this Decree
H. A. W. Steen

May 15 - 1905.

VIRGINIA,

At a Circuit Court begun and held for Lee County at the Court-house thereof, on Monday the 15th day of May, 1905.

Charles B. Lucas, Guardian for Eula B.

McElroy, Lena Mae McElroy, Wilburn R.

McElroy and Major H. McElroy, heirs at law of

H. H. McElroy deceased, and M. Bell McElroy his wife Plff.

vs. In Chancery

The said Infants

Defts.

This cause came on to be heard upon the bill of the plaintiff, the answer of the said infants, defendants, by M. G. Ely, their Guardian ad litem, and replication thereto, and the depositions of witnesses and the cause regularly matured at rules and set for hearing by the plaintiff, and was argued by counsel.

On consideration thereof and the Court being of opinion from the evidence in the cause that it will be advantageous to the said infants that the Carroll tract of land in the bill mentioned, be sold, and the proceeds arising from said sale invested for the benefit of the said infants in the D. C. McElroy tract of land in the bill mentioned, which has already been conveyed to the said infants, and that the rights of no other persons will be violated thereby, it is adjudged, ordered and decreed that James W. Orr, who is appointed a Commissioner for the purpose proceed to sell, either privately or publicly at the front door of the Court-house of this County, to the highest bidder, on a credit of one and two years time, the said Carroll tract of land except as to the cost of this suit and Commissions on sale, which will be required to be paid in hand, said Commissioner before selling will advertise the time, terms and place of sale for at least thirty days by written advertisements posted at the front door of the Court-house of this County and in the vicinity of the said land, and will execute bond before the Clerk of this Court in the penalty of \$2000.00, conditioned according to law, and he will take to himself bonds with good securi-

-----2-----

ity for the deferred payments bearing interest from date and report
his action to the next term of the Court.

And this cause is continued.

A Copy-Teste: W. T. Ewing Clerk.

Chas. B. Lucas Gdr.

vs. Deere

Eula B. McElroy et al

Jas. H. Carr, Comm.

Copy
May 30

May 30

Executed by Learning

Copy on Jan 11, 1885

And Henry D.S.

Clerk 4 1/2

The deposition of J.M.Lucas, taken before me Geo.P.Cridlin, a Commissioner in Chancery for the Circuit Court of Lee County, Virginia, at the office of Peenington Bros. in Jonesville, Va. on the 13th day of February, 1907, to be read in evidence on behalf of C.B.Lucas, Guardian for Rhea McElroy et al, in a certain petition filed by him in the Chancery cause of C.B.Lucas, Guardian vs. Rhea McElroy et al.

Present R.L.Peenington of counsel for petitioner.

J.M.Lucas a witness of lawful age being duly sworn deposes as follows:

Q.1.-- State your relationship to C.B.Lucas and the children of H.H.McElroy for whom C.B.Lucas is guardian?

A.-- I am father of C.B.Lucas, and grand-father of the said children.

Q.2.-- Are you acquainted with the facts concerning a tract of land that C.B.Lucas, Guardian purchased for his wards and do you know whether said C.B.Lucas will have sufficient funds to pay for said tract of land out of the personal property of said infants?

A.-- I am acquainted with the facts about the purchase of said land, and know that he will not have enough money out of their personal funds to pay for the land by about \$200.00.

Q.3.-- Do you think it would be to their interest and advisable to allow their guardian, by a decree entered in this cause to make sale of timber that is on the land which they purchased for the purpose of paying a part or all of said balance?

A.-- There will be a mill close by very soon and timber is now is about as high as it is going to get, and I think it advisable and to their interest to allow the guardian to sell enough timber, if there is enough on the land to pay off the balance on the notes.

And further this witness saith not.

J. M. Lucas

Virginia, Lee County, to-wit:

I, Geo.P.Cridlin, Commissioner in Chancery for Circuit Court of Lee County, do certify that the foregoing deposition of J.M.Lucas, was taken, subscribed and sworn to before me at the time place and for the purpose in the caption mentioned. Given under my hand this the 13th, day of Feb., 1907.

Geo. P. Cridlin, Comm. in Chy.

C. B. Lucas Guard

n. { Petition

Rhea McElroy et al

Depositions of
J. M. Lucas

Comm. for 75¢

The depositions of J. M. Lucas and C. L. Burge,
Taken before the undersigned ~~commissioner in chancery for the Cir-~~
~~cuit court of~~ ^{a Justice of the Peace} Lee County, Virginia, by consent of parties at the
law office of James W. Orr in Jonesville, Virginia, on the 26th day
of April, 1905, to be read as evidence in a chancery cause pending
in the Circuit Court of said County in which Charles B. Lucas
guardian for Ula B. McElroy, Lena Mae McElroy, Wilburn R. McElroy
and Major H. McElroy, children and heirs at law of H. H. McElroy
deceased, and M. Bell McElroy his wife, is plaintiff, and the said
children and heirs at law as wards of the said guardian are defend-
ants.

PRESENT (James W. Orr of Counsel for Plff.
(
(M. G. Ely, Guardian ad litem
(
(for infant defendants.

The said J. M. Lucas a witness of lawful age being duly
sworn, deposes and says:

Question by plaintiffs counsel.

- Q.1. Please state your age, residence and occupation?
A. 60 years, live on Sugar Run Lee County, Virginia, and am
a farmer.
Q.2. What relation are you to the plaintiff and to the infant
children of H. H. McElroy, deceased.
A. Farther of the plaintiff and grand-father of the said
children.
Q.3. How far do you live from the widow and children of H. H.
McElroy deceased.
A. About two miles, and I own a farm and live in sight of the
Q.4. Carroll farm in the bill mentioned, and have lived there
fifteen years or upward.
Q.4. Are you acquainted with the said Carroll farm?

and also with the D. O. McElroy tract of land, and if so
state your knowledge of said land, and what you think of
the propriety of selling the Carroll tract and invest-

2.

ing the money derived therefrom in the said D. O. McElroy land, for the benefit of said Children?

A. I am well acquainted with the said two tracts of land and have been ever since I lived on Sugar run. The widow of H. H. McElroy deceased, was assigned as dower in his real estate the H. H. McElroy piece of land on which he resided at the time of his death on Sugar, Run and the D. O. McElroy tract or parcel of land adjoins the said H. H. McElroy's home place on the east. The Carroll tract is situated about two miles distant west. The D. O. McElroy tract was purchased by W. W. Woodward from the said McElroy at the price of \$1500.00, and was afterwards conveyed by the said Woodward to the said infant children at that price, and the said Woodward took the note of Charles B. Lucas and myself for the said purchase money, also reserving a vendor's lien in the deed to further secure the payment thereon. This arrangement was made by the said Charles B. Lucas as guardian and myself and the said W. W. Woodward as friends to the said infant children for the purpose of securing to the said infants the said tract of land adjoining their other tract. We all being of the opinion that the court would carry this arrangement fully into effect, by decreeing a sale of the Carroll tract and applying the proceeds of said sale to the payment of the purchase money due on the D. O. McElroy tract. I am of opinion that this arrangement when fully consummated will very advantageous to the said infants, and their mother in her care and raising of the said children. She and the said children being now domicile on the said D. O. McElroy tract, and that the right of no other persons will be violated thereby, and will have the desirable effect of giving to them their entire real estate adjoining and in one body. The age of

Ela B. , the eldest of the said children is nine going on ten years of age, and Major H. The youngest is four years of age. I think the Carroll tract can be sold for a reasonably fair price.

And further this deponent sayith not.

J. M. Lucas

E. L. Burgan another witness of lawful age being duly sworn deposes and says:

Question by plaintiff's counsel.

Q.L. Please state your age, residence and occupation,

A. I am 72 years old, live on Sugar Run in Lee County Va., and have lived where I now reside about twenty-six years. and am a farmer.

Q.2. Are you acquainted with the parties to this suit, and with the land in the bill mentioned?

A. I am well acquainted with the parties to this suit, and with the land in the bill mentioned. Have known the land nearly all my life, and I reside in sight of the H. H. McElroy and D. O. McElroy tracts, and I was raised and have lived for years near the Carroll tract.

Q. 3. What do you think of the propriety of selling the Carroll tract, and investing the money derived therefrom in the D. O. McElroy tract for the benefit of said children?

A. I am of the opinion that it will be very advantageous to the infants to fully consummate and carry out the arrangement that ~~have~~ have been put on foot by selling the said Carroll tract and investing the money in the D. O. McElroy tract. This will give to the said Children their entire real estate adjoining and in one body and the D. O. McElroy tract is a valuable piece of land and will add to the value of the other piece, and the Carroll tract can be sold for a reasonably fair price and the rights of no other person will be violated that I can see by this arrangement.

4.

This arrangment as I understand it, was put on foot by Charles B. Lucas, the uncle and guardian of the said infants, and J. M. Lucas their grand-father and other friends for the benefit of the said children, and I think should be fully carried out and consummated.

And further this deponant saith not.

~~J. M. Lucas~~
E. L. Burgan
mark

The Foregoing depositions of J. M. Lucas and E. L. Burgan were this day taken, subscribed and sworn to before me at the time and place and for the purposes in the caption mentioned.

Given under my hand this the 26th day of April, 1905.

H. C. Joslyn J. P.

2083 Deha!

23
Linda B M E Lloyd et al.

Filed April 27th 1906.

S. C. Ewing, Clerk

Fee for these ~~leaves~~
8/1.50

Chas. B. Lucas, Guardian &c.

Plaintiff.

vs.

In Chancery.

Eula B. McElroy, et als,

Defendants.

The undersigned commissioner in this cause respectfully reports, that, pursuant to a decree entered therein at the May term, 1905, he advertised for sale the tract of land in the said decree directed to be sold at the front door of the court-house of the said County and in the vicinity of said land, and at a number of other public places, ^{for the time &} upon the terms provided in said decree, and on the 2nd day of September ¹⁹⁰⁵ he proceeded to sell at the front door of the court-house of this County said tract of land upon the said term. At which sale J. M. Lucas offered the sum of Fourteen Hundred Dollars for said tract, known in the cause as the Carrol tract, and this being the highest and best bid the said land was knocked off to him at that price. Said Lucas paid to your commissioner \$42.86, the cost of suit, and ^{\$37.50 the} commissions on the sale, and for the residue of Thirteen Hundred, Twenty Dollars and ^{fourteen} ~~eight~~ ^{cents} he executed his notes with C. B. Lucas as surety, payable in equal installments of Six Hundred [&] Sixty Dollars and Seven Cents due in one and two years time, respectively, bearing interest from date. Your commissioner considers this a fair price for the said land, and recommends a confirmation of the sale.

To the Hon. H. A. W. Skeen, Judge &c.

James H. Orr Commissioner

Chas B Lucas. ^{Guard}
vs ^{of Sale} { Cour Or's Report

Eula B McElroy et al.

Filed, Sept 7th 1905.

J. H. Ewing,
Clerk.

Charles B. Lucas, Guardian &c.

Plaintiff

vs.

In Chancery

Eula B. McElroy, et al,

Defendants

The undersigned commissioner in this cause respectfully reports that since the last term of the court he has collected from J. M. Lucas, the purchaser of the land sold by him in this cause, the sum of Two Hundred Dollars, (\$200.00) , which is credited on the first note^{due} of said Lucas, and your commissioner has paid the said sum of Two Hundred Dollars to W. W. Woodward, on the purchase money due him for the D. O. McElroy land, Said collection was made October 9th, 1905, and your commissioner paid the same over to said Woodward October 10th, 1905. This payment was made by Mr. Lucas before his note was due, but your commissioner having no doubt but that your honor would approve of his receiving the money and of the application that he made of it, he acted accordingly, and respectfully submits his action for the court's approbation. Your commissioner has disbursed the cost collected by him at the time of the sale as directed by the decree entered herein at the September Term, 1905.


COMMISSIONER

To the Hon. H. A. W. Skeen, Judge of the
Circuit Court for Lee County, Virginia.

Charles B Lucas
- Guardian
of } Camr On's Report
3 }
Cula B McElroy et al

Filed Nov 22nd 1905.

H. L. Ewing.
C. B. L.

Chas. B. Lucas, Guardian &c.

Plaintiff.

vs.

In Chancery

Eula B. McElroy, et al,

Defendants/

The undersigned commissioner in this cause respectfully report that since the last term of the court, and on the 3rd day of Swptember 1906, he collected from J. M. Lucas, the purchaser of the land sold by him in this cause, the sum of \$75.00, which is credited on the first note due from said Lucas to your commissioner, *and* on the 5th day of September 1906, ^{he} paid the said sum of \$75.00 to W. Woodward on the purchase money due him for the D. O. McElroy land, as directed by your honro's decree in the cause rendered on the 11th day of December, 1905.

Sept. 5th, 1906.

James H. Orr
Commissioner.

To the Hon. H. A. W. Sk eep,

Judge of the Circuit Court for Lee County.

C. B. Lucas Guardac

vs { Comr Orr's Report

vs { Oula B McElroy et al.

Filed Sept 6th 1906.

H. L. Ewing,
Clerk,

Chas. B. Lucas, guardian &c.

Plaintiff.

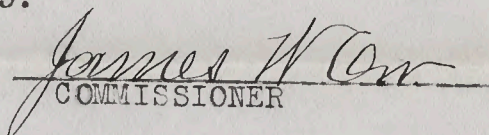
vs.

In Chancery.

Eula B. McElroy, et als,

Defendants.

The undersigned commissioner in this cause respectfully reports, that since the last term of the court, and on the 13th day of October, 1906, J. M. Lucas, the purchaser of the land sold in this cause by your commissioner, paid to your commissioner the balance of the first purchase money note, which balance amounted to the sum of \$416.81, and on the same day your commissioner paid that sum to W. W. Woodward on the purchase money due him for the D. O. McElroy land as directed by your honor's ~~court~~ decree in the cause rendered on the 11th day of December, 1905.


COMMISSIONER

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia.

Chas B Lucas Guard
vs } Cairns Report.

3
Aula B McElroy et al.

Filed Nov 30th 1906.

H. C. P. Ewing
Clerk

Charles B. Lucas, Guardian &c.

Plaintiff.

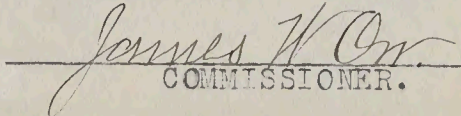
vs.

In Chancery

Eula B. McElroy, et al,

Defendants.

The undersigned commissioner in this cause respectfully reports, that on the 28th day of December, 1906 J. M. Lucas purchaser of the Carroll land paid to your commissioner \$712.45, the same being the amount of his last purchase money note for said land, and on the same day your commissioner paid that sum to W. W. Woodward as provided and heretofore directed in the cause, the same being due to him on the purchase money for the D. O. McElroy land, and which was to be paid to him as directed by the decree entered in the cause on the 11th day of December 1905. The said purchaser is now entitled to a deed for the Carroll land.


COMMISSIONER.

To the Hon. H. A. W. Steen, Judge of the Circuit Court for Lee Co.

Charles B Lucas ^{Guard}
vs { ^{&c} Comr Orrs Final

Report.

Eula B McElroy et al

Filed Feb 8th 1907.

H. C. J. Ewing,

Clerk

Chas B. Lucas Guardian &c.

Plaintiff

vs.

In Chancery

Eula B. McElroy, et al,

Defendants.

The undersigned commissioner in this cause respectfully reports that pursuant to the decree this day rendered therein he has executed and acknowledged a proper deed with covenants of special warranty to J. M. Lucas, for the tract of land sold by him to said Lucas in this cause and known as the Carroll tract, which deed is herewith filed as part hereof for confirmation.

James W. Orr
COMMISSIONER

To Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia.

Chas B Lucas
- Guard &c
vs ~~Deed~~ Report of Deed.
Cula B. McChesey et al.

Filed Feb 18th 1907.

A. C. J. Ewing,
Clerk.

J. M. Lucas. rate

660.07

Sept 21 1905-

4620.49

330.03

4950.52

2.86

52.38

668.07

712.45 Deer 28

712.45

Deer 28

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7-3-26

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115-

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26

check for this
to W. W. Woodward.
Deer 28 1906.

~~Has found ever for Woodward any.~~

200. By mail

75- to Ward

4 16.81 Ward

691.81

712.45-

1404.26-

Ward - 264.00

1668.26

J. M. Lucas.
Memos &
Calculations

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*Leola B. McElroy, Lena
May McElroy, Kilbourn R. McElroy, and
Major H. McElroy.*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on
the *3rd* Monday in *April*, 190*5*, to answer a bill in chancery exhibited against *them*

*in our said Court, by C. B. Lucas, Their
Guardian.*

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *11th*
day of *April*, 190*5*, and 12*29th* year of the Commonwealth.

A Copy, Teste:

_____, Clerk.

H. C. T. Ewing, Clerk.
By M. C. Haney, D.C.

C. B. Lucas, Ex-Licence.

VS

}

SUBPOENA
IN
CHANCERY.

Eula B. McElroy et al

Orlando, Fla.

To 2nd April Rules.
Lee Circuit Court.
1905